

INDEMNIFICATION AND HOLD HARMLESS

Subject to the granting of Civic Use Status and subject to all terms and conditions with that status, the Sports Authority of Nashville and Davidson County (Sports Authority) authorizes, the Civic Event Applicant to utilize Nissan Stadium for the purposes of conducting the activities described in the Civic Use Application.

The Civic Use Applicant agrees that the Sports Authority of the Metropolitan Government of Nashville and Davidson County assumes **NO responsibility or liability** for any defects or other conditions of the SITE (S), whether the conditions are known or unknown to either party, and/or discoverable by either party. The CIVIC EVENTS APPLICANT agrees to assume the risk for any and all defects and/or other conditions, whether these defects or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party, and/or known or unknown to either party.

It is the understanding of the Sports Authority and the CIVIC EVENT APPLICANT that the Sports Authority is making the Facilities available to it for the benefit of its event and that the Sports Authority, the Metropolitan Government, Cumberland Stadium L.P. and/or Tennessee Football L.P. shall have no liability as to any claims arising from or related to such use. The CIVIC EVENT APPLICANT agrees to indemnify, hold harmless, and defend the Sports Authority, Metropolitan Government, Cumberland Stadium L.P. and/or Tennessee Football, L.P. from and against any loss, damages, fees, expenses, costs, claims, causes of action, or other liability that may be incurred by or lodged against Sports Authority, Metropolitan Government, Cumberland Stadium L.P., and/or Tennessee Football, L.P. by reason of any occurrence on or about the Facilities or any costs incurred by CIVIC EVENT APPLICANT unless such costs, damage, liability, cause of action or claim should be the proximate result of the active negligence of these entities or any of their agents or employees.